

REMARKS

I. Status of the Application

Claims 20, 21, 23-32 and 34-39 are pending in this application. In the June 10, 2009 final office action, the Examiner:

- A. Rejected claims 20, 21, 23-32 and 34-39 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to point out and claim subject matter; and
- B. Rejected claims 20, 21, 23-32 and 34-39 under 35 U.S.C. 102(e) as being anticipated by U.S. 2004/0039651 to Grunzig et al. (“Grunzig”).

In this response, Applicants have amended claims 20, 21, and 38, and added new claim 40. Applicants respectfully request reconsideration based on the foregoing amendments and following remarks.

II. Rejections under 35 U.S.C. 112, second paragraph

Claims 20, 21, 23-32 and 34-39 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to point out and claim subject matter. In particular, claims 20 and 21 were rejected as being indefinite for not positively claiming the steps of the method. In this response, claims 20 and 21 have been amended to positively recite the method steps. For example, the limitation from claim 20 that “a data interchange is performed between a first network subscriber node and a second network subscriber node with a first terminal at the first network subscriber node via a first communication network for stipulating transaction data for the transaction” has been amended to recite “performing a data interchange is performed

between a first network subscriber node and a second network subscriber node with a first terminal at the first network subscriber node via a first communication network for stipulating transaction data for the transaction.” Accordingly, it is respectfully submitted that the rejection of claims 20 and 21, and dependent claims 23-32 and 34-39, as being indefinite is now moot and should be withdrawn.

II. Discussion Regarding the Patentability of Amended Claims 20 and 21

Claims 20 and 21 were each rejected as being anticipated by Grunzig. Claims 20 and 21, however, have each been amended to recite that the associated service provider node is a mobile radio provider node. As explained below, Grunzig fails to disclose or suggest such a limitation.

As amended, claims 20 and 21 each include the limitations of “verifying the validity of the identification number by the third network subscriber node, and identifying an associated service provider node from a plurality of service provider nodes registered with the third network subscriber node using the identification number,” “reserving a credit stipulated by the transmitted transaction data . . . by debiting an account at the first network subscriber node, which account is managed at the associated service provider node,” and “posting the credit reserved to the second network subscriber node via the associated service provider node.” As mentioned, claims 20 and 21 have been amended to define the associated service provider node as a mobile radio provider node. Thus, claims 20 and 21 require that a mobile phone provider node be identified using the identification number, that an account managed by the mobile phone provider node be debited to stipulate a credit, and that the mobile phone provider node

post the credit reserved to the second network subscriber node.”

Thus, the methods of claims 20 and 21 enable electronic transactions to be carried out in which identification *and payment* may be performed by a mobile radio provider. Consequently, customers may perform electronic transactions without having to make a credit card payment, or to verify identity by providing personal information, such as name, address, mobile phone number, credit card number, and a personal identification number, to a party over a network. Instead of a credit card payment, payments are performed by reserving a credit of a mobile radio provider which may be added to the bill the service user gets from the mobile radio provider on a regular basis. The service user can then pay for the transaction by paying the bill from the mobile radio provider.

Grunzig, on the other hand, is directed to a method for protecting or securing a transaction on a computer network in which identification may be at least partly performed by a mobile network provider, but payment is always made by the service user’s credit card. (Grunzig, para. [0026]). In particular, Grunzig discloses that a service user inputs personal identification data, e.g., name, address, mobile phone number, credit card number, and a personal identification number. To verify the identity of the service user, Grunzig discloses that an additional transaction number (TAN) is sent to the mobile phone of the service user, preferably by SMS. The service user enters the TAN into his/her computer and the TAN is sent to the service provider who verifies the TAN. Once the TAN has been verified, the payment service provider is notified, e.g, the credit card organization, to make a payment. There is no disclosure or suggestion in Grunzig, or any of the prior art references made of record but not relied upon, that payment may be provided by a mobile radio provider.

Accordingly, it is respectfully submitted that Grunzig fails to disclose or suggest the limitations from claims 20 and 21 of “verifying the validity of the identification number by the third network subscriber node, and identifying an associated service provider node from a plurality of service provider nodes registered with the third network subscriber node using the identification number,” “reserving a credit stipulated by the transmitted transaction data ...by debiting an account at the first network subscriber node, which account is managed at the associated service provider node,” and “posting the credit reserved to the second network subscriber node via the associated service provider node” wherein the associated service provider node is mobile phone provider node. Therefore, the anticipation rejection of claims 20 and 21 over Grunzig should be withdrawn.

III. Dependent Claims 23-32 and 34-39

Claims 23-32 and 34-39 were rejected as being anticipated by Grunzig. Claims 23-32 and 34-39 depend from and incorporate all of the limitations of claims 20 or 21. Accordingly, for at least the same reasons as given above for claims 20 and 21, it is respectfully submitted that claims 23-32 and 34-39 are patentable over the prior art as well.

IV. New Claim 40

New claim 40 has been added that is dependent upon claim 21. New claim 40 includes the limitation that the credit reserved is invoiced to the first network subscriber node by means of a later mobile radio invoice or prepaid card.” Support for this claim may be found in the specification at paragraph [0051]. As mentioned above, none of the prior art references

disclose that a payment may be provided by a mobile radio provider, nor do any of the references disclose that the credit reserved is invoiced to the user by a mobile radio invoice or bill. Therefore, it is respectfully submitted that new claim 40 is patentable over the prior art.

V. Conclusion

For all of the foregoing reasons, it is respectfully submitted the applicants have made a patentable contribution to the art. Favorable reconsideration and allowance of this application is, therefore, respectfully requested.

Respectfully submitted,

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